

<i>SERFF Tracking Number:</i>	<i>TRVC-125699372</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Northland Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NIC-08-017AR</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0004 Truckers</i>
<i>Product Name:</i>	<i>Truck Program</i>		
<i>Project Name/Number:</i>	<i>Form Filing/NIC-08-017AR</i>		

Filing at a Glance

Company: Northland Insurance Company

Product Name: Truck Program

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0004 Truckers

Filing Type: Form

Effective Date Requested (New): 09/01/2008

Effective Date Requested (Renewal): 09/01/2008

State Filing Description:

SERFF Tr Num: TRVC-125699372 State: Arkansas

SERFF Status: Closed

Co Tr Num: NIC-08-017AR

Co Status: Pending

Author: Amy Ozmun

Date Submitted: 06/17/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 06/18/2008

Disposition Status: Approved

Effective Date (New): 09/01/2008

Effective Date (Renewal):
09/01/2008

General Information

Project Name: Form Filing

Project Number: NIC-08-017AR

Reference Organization: ISO

Reference Title: N/A

Filing Status Changed: 06/18/2008

State Status Changed: 06/18/2008

Corresponding Filing Tracking Number: N/A

Filing Description:

This letter and the attached material are submitted as an independent filing on behalf of the Northland Insurance Company.

Status of Filing in Domicile: Not Filed

Domicile Status Comments: N/A

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

By this submission we propose to place on file the enclosed form revisions/additions for use with our Truck Program.

Please refer to the attached filing memorandum for the outline of the proposed changes/additions.

SERFF Tracking Number: TRVC-125699372 State: Arkansas
Filing Company: Northland Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: NIC-08-017AR
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
Product Name: Truck Program
Project Name/Number: Form Filing/NIC-08-017AR

The filing fee of \$50.00 has been submitted via EFT.

Your acknowledgment and approval of this filing to be effective September 1, 2008, for new and renewal business, sent via SERFF, will be appreciated.

Company and Contact

Filing Contact Information

Amy Ozmun, State Filings Analyst aozmun@northlandins.com
385 Washington Street (800) 237-9334 [Phone]
St. Paul, MN 55102 (651) 310-4101[FAX]

Filing Company Information

Northland Insurance Company CoCode: 24015 State of Domicile: Minnesota
385 Washington St Group Code: 3548 Company Type: Property Casualty
Mail Code 9275-SB03N
St. Paul, MN 55102 Group Name: State ID Number:
(800) 237-9334 ext. [Phone] FEIN Number: 41-6009967

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per Form Filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Northland Insurance Company	\$50.00	06/17/2008	20948294

<i>SERFF Tracking Number:</i>	<i>TRVC-125699372</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Truck Program</i>		
<i>Project Name/Number:</i>	<i>Form Filing/NIC-08-017AR</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/18/2008	06/18/2008

SERFF Tracking Number: TRVC-125699372

State: Arkansas

Filing Company: Northland Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: NIC-08-017AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0004 Truckers

Product Name: Truck Program

Project Name/Number: Form Filing/NIC-08-017AR

Disposition

Disposition Date: 06/18/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal): 09/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	TRVC-125699372	State:	Arkansas
Filing Company:	Northland Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	NIC-08-017AR		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0004 Truckers
Product Name:	Truck Program		
Project Name/Number:	Form Filing/NIC-08-017AR		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memorandum	Approved	Yes
Form	Physical Damage Coverage Changes	Approved	Yes
Form	Employee Benefits Liability Coverage	Approved	Yes
Form	Contingent Cargo	Approved	Yes
Form	Mobile/Modular Home Cargo	Approved	Yes
	Endorsement		
Form	Transportation Cargo Coverage Form	Approved	Yes
	Declarations		

SERFF Tracking Number:	TRVC-125699372	State:	Arkansas
Filing Company:	Northland Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	NIC-08-017AR		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0004 Truckers
Product Name:	Truck Program		
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Physical Damage Coverage Changes	T-224 (2/08)	(2/08)	Endorsement/Amendment/Conditions	Replaced Form #: T-224 (9/05) Previous Filing #:		T-224_2-08.pdf
Approved	Employee Benefits Liability Coverage	S2576-CG (5/08)	(5/08)	Endorsement/Amendment/Conditions			S2576 CG_5-08.pdf
Approved	Contingent Cargo	T-491 (4/08)	(4/08)	Endorsement/Amendment/Conditions			T-491_4-08.pdf
Approved	Mobile/Modular Home Cargo Endorsement	T-488 (4/08)	(4/08)	Endorsement/Amendment/Conditions	Replaced Form #: T-488 (8/07) Previous Filing #:		T-488_4-08.pdf
Approved	Transportation Cargo Coverage Form Declarations	TD-441 (3/08)	(3/08)	Declaration s/Schedule	Replaced Form #: TD-441 (8/07) Previous Filing #:		TD-441_3-08.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL DAMAGE COVERAGE CHANGES

This endorsement modifies insurance under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement provides only those coverages where a premium is shown in the Declarations. Each of these coverages applies only to the vehicles shown as covered "autos".

The following changes are made to:

TRUCKERS COVERAGE FORM: SECTION IV - PHYSICAL DAMAGE COVERAGE
MOTOR CARRIER COVERAGE FORM: SECTION IV - PHYSICAL DAMAGE COVERAGE

A. Coverage, 4. Coverage Extension is amended by adding the following:

Towing

In addition to the limit of insurance, we will pay the reasonable cost to recover a covered "auto" as a result of a covered "loss", and tow it to the nearest facility capable of making the necessary repairs.

Under the heading **B. Exclusions**, the section that reads "**Exclusions 2.e. and 2.f. do not apply to:**"; part **b.(1)** is replaced by the following:

b. Any other electronic equipment that is:

- (1)** Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system, including satellite communication or tracking equipment and collision prevention systems which are permanently installed or are removable from a housing unit which is permanently installed in the covered "auto"; or

BUSINESS AUTO COVERAGE FORM: SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage, 4. Coverage Extension is amended by adding the following:

Towing

In addition to the limit of insurance, we will pay the reasonable cost to recover a covered "auto" as a result of a covered "loss", and tow it to the nearest facility capable of making the necessary repairs.

Under the heading **B. Exclusions**, the section that reads "**Exclusions 4.c. and 4.d. do not apply to:**"; part **b.(1)** is replaced by the following:

b. Any other electronic equipment that is:

- (1)** Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system, including satellite communication or tracking equipment and collision prevention systems which are permanently installed or are removable from a housing unit which is permanently installed in the covered "auto"; or

The following changes are made to:

TRUCKERS COVERAGE FORM: SECTION IV - PHYSICAL DAMAGE COVERAGE; or
MOTOR CARRIER COVERAGE FORM: SECTION IV - PHYSICAL DAMAGE COVERAGE; or
BUSINESS AUTO COVERAGE FORM: SECTION III - PHYSICAL DAMAGE COVERAGE

whichever applies.

C. LIMITS OF INSURANCE is replaced by the following:

C. LIMITS OF INSURANCE

1. Subject to the stated limit shown in the Declarations, the most we will pay for a total loss where a "finance agreement" exists and the stated value is equal to or greater than the outstanding financial obligation is the greater of:
 - a. The outstanding financial obligation under a "finance agreement" for a covered "auto" at the time of loss; or
 - b. The actual cash value of the covered "auto" at the time of the loss.

In addition, we will endeavor to send you payment within 60 days of a "loss" due to theft and within 30 days for any other "loss". If we do not, subject to the LIMIT OF INSURANCE, we shall also pay for additional payments your "finance agreement" generates, for the covered "auto" only, after the 60th day or 30th day, whichever applies.
2. The most we will pay for any other "loss" in any one "accident" is the lesser of:
 - a. The amount shown as the stated limit in the Schedule or in the Declarations; or
 - b. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - c. The cost of "repairing" or replacing the damaged or stolen property with other of like kind and quality.
3. With respect to a covered "auto" not described in the Declarations, the most we will pay for "loss" is the smaller of **2.b.** or **2.c.** in above paragraph, reduced by the largest deductible applied to an "auto" of the same type in the Declarations.
4. We will include the reasonable cost of protecting the damaged property as part of a covered "loss".
5. We will pay under Comprehensive Coverage for the cost of repairing the damaged windshield on "your covered auto" without a deductible. We will pay only if the Declarations indicates that Comprehensive Coverage applies.

The following is added to:

TRUCKERS COVERAGE FORM: SECTION IV - PHYSICAL DAMAGE COVERAGE
MOTOR CARRIER COVERAGE FORM: SECTION IV - PHYSICAL DAMAGE COVERAGE

B. Exclusions

5. At the time of your loss, we will not pay you for any of the following:
 - a. Overdue "finance agreement" payments including any type of late fees or penalties;
 - b. Financial penalties imposed under a "finance agreement" for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not normally refunded by the lessor or lender;
 - d. Cost of "finance agreement" related products such as, but not limited to, Credit Life Insurance, Health, Accident or Disability insurance purchased by you;
 - e. Carry-over balances from previous "finance agreements" or other amounts not associated with the covered "auto"; or
 - f. Unpaid principal included in the outstanding "finance agreement" balance that was not used by you to purchase the covered "auto".

The following is added to:

BUSINESS AUTO COVERAGE FORM: SECTION III - PHYSICAL DAMAGE COVERAGE

B. Exclusions:

6. At the time of your loss, we will not pay you for any of the following:
 - a. Overdue "finance agreement" payments including any type of late fees or penalties;
 - b. Financial penalties imposed under a "finance agreement" for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not normally refunded by the lessor or lender;
 - d. Cost of "finance agreement" related products such as, but not limited to, Credit Life Insurance, Health, Accident or Disability insurance purchased by you;
 - e. Carry-over balances from previous "finance agreements" or other amounts not associated with the covered "auto"; or
 - f. Unpaid principal included in the outstanding "finance agreement" balance that was not used by you to purchase the covered "auto".

Additional definitions as used in this endorsement:

1. "Finance agreement" means a written lease or loan contract, entered into, as a part of your business, pertaining to the lease or purchase by you of a covered "auto", and subject to a valid promissory note or written payment obligation contained in a lease, and security agreement or other written agreement establishing a security interest, executed concurrently with the purchase or lease of the covered "auto".
2. "Repairing" does not mean replacing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

*This endorsement is **EFFECTIVE**

*and is part of Policy Number:

*issued to:

*Entry optional if shown in the Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ each employee	\$1,000 each employee	\$
	\$ aggregate		
Retroactive Date:			

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. The following is added to **SECTION I - COVERAGES**:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of loss caused by any act, error or omission committed by the insured, or by any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "employee benefits suit" seeking those damages. However, we will have no duty to defend the insured against any "employee benefits suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "employee benefits claim" or "employee benefits suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGE - EMPLOYEE BENEFITS LIABILITY**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGE - EMPLOYEE BENEFITS LIABILITY**.

b. This insurance applies to loss only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefits program";

(2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

(3) An "employee benefits claim" for damages because of an act, error or omission is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period that we provide.

c. An "employee benefits claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "employee benefits claim" is received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph a. above.

An "employee benefits claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "employee benefits claims" for damages made by an "employee benefits employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee benefits employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "employee benefits claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal or Malicious Act

Loss arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, or Personal and Advertising Injury

"Bodily Injury", "property damage" or "personal and advertising injury".

c. Failure to Perform a Contract

Loss arising out of failure of performance of contract by any insurer.

d. Insufficiency of Funds

Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefits program".

e. Inadequacy of Performance of Investment Advice Given With Respect to Participation

Loss for which any "employee benefits claim" is made based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefits program".

f. Workers' Compensation and Similar Laws

Loss arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Loss for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Loss arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. The following is added to SECTION I - COVERAGES:

SUPPLEMENTARY PAYMENTS - COVERAGE - EMPLOYEE BENEFITS LIABILITY

We will pay, with respect to any "employee benefits claim" we investigate or settle, or any "employee benefits suit" against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "employee benefits claim" or "employee benefits suit", including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All court costs taxed against the insured in the "employee benefits suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

C. The following is added to SECTION II - WHO IS AN INSURED:

1. Paragraphs 2. and 3. do not apply to **COVERAGE - EMPLOYEE BENEFITS LIABILITY**.
2. Each of the following is also an insured for **COVERAGE - EMPLOYEE BENEFITS LIABILITY**:
 - a. Each of your "employee benefits employees" who is or was authorized to administer your "employee benefits program".
 - b. Any persons, organizations or "employee benefits employees" having proper temporary authorization to administer your "employee benefits program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under **COVERAGE - EMPLOYEE BENEFITS LIABILITY**.

D. The following is added to SECTION III - LIMITS OF INSURANCE:

1. Employee Benefits Program Limits of Insurance

- a. The Employee Benefits Program Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Employee benefits claims" made or "employee benefits suits" brought;
 - (3) Persons or organizations making "employee benefits claims" or bringing "employee benefits suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefits program",

- b. The Employee Benefits Program Aggregate Limit is the most we will pay for all damages because of loss caused by any acts, errors or omissions negligently committed in the "administration" of your "employee benefits program".

- c. Subject to the Employee Benefits Program Aggregate Limit, the Employee Benefits Program Each Employee Limit is the most we will pay for all damages sustained by anyone "employee benefits employee", including damages sustained by such "employee benefits employee's" dependents and beneficiaries, as a result of:

(1) An act, error or omission; or

(2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefits program".

However, the amount paid under **COVERAGE - EMPLOYEE BENEFITS LIABILITY** shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefits program".

The Employee Benefits Program Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy for this Coverage Part, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Employee Benefits Program Limits of Insurance.

2. Employee Benefits Program Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Employee Benefits Program deductible amount stated in the Schedule as applicable to Each Employee Benefits Program Employee. The Employee Benefits Program Limits of Insurance shall not be reduced by the amount of this Employee Benefits Program deductible.
- b. The Employee Benefits Program deductible amount stated in the Schedule applies to all damages sustained by anyone "employee benefits employee", including such "employee benefits employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- c. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "employee benefits suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "employee benefits claim"

apply irrespective of the application of the Employee Benefits Program deductible amount.

- d. We may pay any part or all of the Employee Benefits Program deductible amount to effect settlement of any "employee benefits claim" or "employee benefits suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the Employee Benefits Program deductible amount as we have paid.

E. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

1. Duties In The Event Of An Act, Error Or Omission, Or "Employee Benefits Claim" Or "Employee Benefits Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in an "employee benefits claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages because of loss caused by the act, error or omission.

- b. If an "employee benefits claim" is made or "employee benefits suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "employee benefits claim" or "employee benefits suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "employee benefits claim" or "employee benefits suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "employee benefits claim" or "employee benefits suit";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the "employee benefits claim" or defense against the "employee benefits suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this Insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

2. Other Insurance - Coverage - Employee Benefits Liability

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE - EMPLOYEE BENEFITS LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this **COVERAGE - EMPLOYEE BENEFITS LIABILITY** and that applies to an act, error or omission on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Schedule of this **COVERAGE - EMPLOYEE BENEFITS LIABILITY**; or

- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this **COVERAGE - EMPLOYEE BENEFITS LIABILITY**.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "employee benefits suit" if any other insurer has a duty to defend the insured against that "employee benefits suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Schedule of this **COVERAGE - EMPLOYEE BENEFITS LIABILITY**.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

F. The following Section is added:

EXTENDED REPORTING PERIOD - COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This **COVERAGE - EMPLOYEE BENEFITS LIABILITY** is canceled or not renewed; or

b. We renew or replace this **COVERAGE - EMPLOYEE BENEFITS LIABILITY** with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of **COVERAGE - EMPLOYEE BENEFITS LIABILITY**; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of **COVERAGE - EMPLOYEE BENEFITS LIABILITY** provided. It applies only to "employee benefits claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge.

You must give us a written request for that endorsement within 60 days after the end of the policy period. That Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefits program" insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under **COVERAGE - EMPLOYEE BENEFITS LIABILITY** for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "employee benefits claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Aggregate Limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Aggregate Limit of insurance will be equal to the dollar amount shown in the Schedule of **COVERAGE - EMPLOYEE BENEFITS LIABILITY** under Employee Benefits Programs Limits Of Insurance.

The Employee Benefits Programs Aggregate Limit will be amended accordingly. The Employee Benefits Programs Each Employee Limit shown in the Schedule will then continue to apply.

G. The following are added to the **DEFINITIONS** Section:

1. "Administration" means:

a. Providing information to "employee benefits employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits programs";

- b. Handling records in connection with the "employee benefits program"; or
- c. Effecting, continuing or terminating any "employee benefits employee's" participation in any benefit included in the "employee benefits program".

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Employee benefits claim" means any demand made by an "employee benefits employee" or an "employee benefits employee's" dependents and beneficiaries, for damages because of loss caused by an act, error or omission, or any "employee benefits suit".
- 4. "Employee benefits employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired, and includes a "leased worker", but does not include a "temporary worker".
- 5. "Employee benefits program" means a program providing some or all of the following benefits to "employee benefits employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee benefits employee" may subscribe to such benefits and such benefits are made generally available to those "employee benefits employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee benefits employee" may subscribe to such benefits and such benefits are made generally available to all "employee benefits employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

- 6. "Employee benefits suit" means a civil proceeding in which damages because of loss caused by an act, error or omission to which this **COVERAGE - EMPLOYEE BENEFITS LIABILITY** applies are alleged. "Employee benefits suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT CARGO

*This endorsement is **EFFECTIVE** XXXXXXXXXXXX *and is part of Policy Number: XXXXXXXXXXXX

[illegible]

* Entry optional if shown in the Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

TRANSPORTATION CARGO COVERAGE FORM

Limit of Insurance: \$ XXXXXXXXXXXX

Deductible: \$ XXXXXXXXXXXX

Theft Deductible: \$ XXXXXXXXXXXX

A. COVERAGE

Exclusion B.2.d.(2) of the TRANSPORTATION CARGO COVERAGE FORM is deleted and replaced with the following:

(2) Your operation as a "freight forwarder".

B. EXCLUSIONS

This insurance does not apply if you are acting as a "trucker" or "motor carrier" or "freight forwarder".

C. CONDITIONS

Coverage only applies to shipments for which:

1. You have arranged the transportation under your Brokerage Authority;
2. An authorized motor truck carrier has issued their Bill of Lading;
3. The "motor carrier" or "trucker" has furnished evidence of current motor truck cargo insurance with limits of insurance equal to, or greater than the actual value of the load;
4. You have secured Certificates of Insurance from the motor truck cargo insurer (or their agent) with the condition that you will receive at least thirty (30) days notice of termination of such Insurance; and
5. Gross Receipts is the total amount to which you are entitled while acting as a "broker" for transportation of property by "motor carrier".

D. DEFINITIONS

"Broker" means a person, other than a motor carrier or an employee or agent of a motor carrier, that as a principal or agents sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation.

"Freight forwarder" means a person holding itself out to the general public (other than as a pipeline, rail, motor or water carrier) to provide transportation of property for compensation and in the ordinary course of its business:

1. Assembles and consolidates, or provides for assembling and consolidating, shipments and performs or provides for break-bulk and distribution operations of the shipments;
2. Assumes responsibility for the transportation from the place of receipt to the place of destination;
3. Uses for any part of the transportation carrier subject to the federal Carmack Amendment (49 U.S.C. Section 14706 et seq.)."

"Motor Carrier" means a person providing motor vehicle transportation for compensation.

"Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE/ MODULAR HOME CARGO ENDORSEMENT

This endorsement modifies the insurance provided under the following:

TRANSPORTATION CARGO COVERAGE FORM

The following is added to **A. 1. Covered Property:**

- d. "Manufactured homes" while attached and being towed by a covered "auto".

The following is added to **B.2.** We will not pay for your liability for "loss" caused by or resulting from any of the following:

- e. With respect to "manufactured homes":

- (1) "Loss" to personal property that is not an integral part of the "manufactured home";
- (2) "Loss" from the collapse or failure of the frame, undercarriage or suspension system of the "manufactured home" including but not limited to axles, wheels, tongue, or tires; or
- (3) "Loss" from sagging, warping, twisting or "loss" of windows or doors from their frames unless caused directly by fire, collision or upset.

The following is added to **G. Definitions:**

"Manufactured homes" includes modular and mobile homes.



TRANSPORTATION CARGO COVERAGE FORM DECLARATIONS

Coverage is provided in Company checked
☐ NORTHLAND INSURANCE COMPANY
☐ NORTHLAND CASUALTY COMPANY
☐ NORTHFIELD INSURANCE COMPANY

St. Paul, MN 55102
STOCK COMPANIES

ITEM ONE - NAMED INSURED AND ADDRESS	Policy Period	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLC <input type="checkbox"/> Other	POLICY NO.		
	From				
	To				
12:01 A.M. Standard Time at Named "Insured's" Garaging address	Business of Named "Insured":		AGENCY NO.	BRANCH	
	Garaging address if different:		Commodities hauled:	UW #	SOURCE

ITEM TWO - SCHEDULE OF COVERED AUTOS

This policy provides coverage for only those "autos" where a charge is shown in the premium column below.

Year, Model, Trade Name, Body Type	Identification Number (VIN)	Limit	DED.	THEFT DED.	RATE	PREM.
CARGO PREMIUM					\$	
ADDITIONAL PREMIUM PER ENDORSEMENTS:					\$	
FORMS AND ENDORSEMENTS CONTAINED IN THE CARGO POLICY AT ITS INCEPTION:			TOTAL PREMIUM		\$	

ITEM THREE - HIRED CAR CARGO INSURANCE

COST OF HIRE

\$

Rate per \$100 Cost of Hire	Minimum Premium	Advance Premium (included in ITEM TWO) Cost of hire means the total cost you incur to lease, hire or borrow "autos" you don't own.	\$
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ITEM FOUR - MONTHLY REPORTING POLICIES

COVERAGES	RATING BASIS CODES GR - Gross Receipts MI - Gross Mileage PU - Rate per Power Unit	RATES	ESTIMATED ANNUAL PREMIUMS	DEPOSIT PREMIUM \$ _____
			\$	MINIMUM PREMIUM \$ _____ \$ _____ Monthly Annually
			\$	
			\$	
			\$	
			\$	
			\$	

EXPOSURES:	\$	TOTAL ESTIMATED ANNUAL PREMIUM
Limit of Insurance \$ _____		
Estimated annual gross receipts _____		
Estimated annual gross mileage _____	Deductible _____	
Number of power units _____	Theft Deductible _____	

See separate forms and endorsements for reporting conditions and definitions.

<i>SERFF Tracking Number:</i>	<i>TRVC-125699372</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Northland Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NIC-08-017AR</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0004 Truckers</i>
<i>Product Name:</i>	<i>Truck Program</i>		
<i>Project Name/Number:</i>	<i>Form Filing/NIC-08-017AR</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	TRVC-125699372	State:	Arkansas
Filing Company:	Northland Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	NIC-08-017AR		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0004 Truckers
Product Name:	Truck Program		
Project Name/Number:	Form Filing/NIC-08-017AR		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	06/18/2008
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Comments:

Attachments:

Filing Transmittal Form.pdf
Form Filing Schedule.pdf

Satisfied -Name:	Memorandum	Review Status:	Approved	06/18/2008
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Comments:

Attachment:

Memorandum-AR-AUTO-GL-IM.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">2. Insurance Department Use only</td> </tr> <tr> <td colspan="2">a. Date the filing is received:</td> </tr> <tr> <td colspan="2">b. Analyst:</td> </tr> <tr> <td colspan="2">c. Disposition:</td> </tr> <tr> <td colspan="2">d. Date of disposition of the filing:</td> </tr> <tr> <td colspan="2">e. Effective date of filing:</td> </tr> <tr> <td style="text-align: center;">New Business</td> <td></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> <tr> <td colspan="2">f. State Filing #:</td> </tr> <tr> <td colspan="2">g. SERFF Filing #:</td> </tr> <tr> <td style="text-align: center;">h. Subject Codes</td> <td></td> </tr> </table>	2. Insurance Department Use only		a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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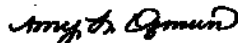
3. Group Name	Group NAIC #
St. Paul Travelers Affiliated Property & Casualty Insurers	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #
Northland Insurance Company	MN	24015	41-6009967

5. Company Tracking Number	NIC-08-017AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Amy Ozmun Northland Insurance 385 Washington St, Mail Code 9275-SB03N St. Paul, MN 55102	State Filing Analyst	800-237-9334 ext. 04740	651-310-4740	aozmun@northlandins.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Amy L. Ozmun

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	Truckers
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	20.0004
12. Company Program Title (Marketing title)	Truck Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: 09/01/2008 Renewal: 09/01/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	ISO
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	06/17/2008
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	NIC-08-017AR
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21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
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This letter and the attached material are submitted as an independent filing on behalf of the Northland Insurance Company.

By this submission we propose to place on file the enclosed form revisions/additions for use with our Truck Program. Please refer to the attached filing memorandum for the outline of the proposed changes/additions.

The filing fee of \$50.00 has been submitted via EFT.

Your acknowledgment and approval of this filing to be effective September 1, 2008, for new and renewal business, sent via SERFF, will be appreciated.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: Sent via EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		NIC-08-017AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Physical Damage Coverage Changes	T-224 (2/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	T-244 (9/05)	
02	Employee Benefits Liability Coverage	S2576-CG (5/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Contingent Cargo	T-491 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Mobile/Modular Home Cargo Endorsement	T-488 (4/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	T-488 (8/07)	
05	Transportation Cargo Coverage Form Declarations	TD-441 (3/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	TD-441 (8/07)	
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**TRUCK PROGRAM
STATE OF ARKANSAS
NORTHLAND INSURANCE COMPANY
FILING EXPLANATORY MEMORANDUM
EFFECTIVE: 09/01/2008 NEW BUSINESS AND 09/01/2008 RENEWALS**

DIVISION USE: AUTO

FORM REVISION

Form T-224 (2/08) Physical Damage Coverage Changes, replaces Form T-224 (9/05) Physical Damage Coverage Changes.

- Format Change – Alphabetized order of coverage forms.
- Under C.2.a. Limits of Insurance amended wording “stated amount” to read “stated limit” and added “or” to end of 2.a. sentence.
- Deleted Coinsurance Clause (C.2.d.).

DIVISION USE: GENERAL LIABILITY

FORM ADDITION

Form S2576-CG (5/08), Employee Benefits Liability Coverage, is new.

DIVISION USE: INLAND MARINE

FORM ADDITION

Form T-491 (4/08), Contingent Cargo, is new.

FORM REVISION

Form T-488 (4/08), Mobile/Modular Home Cargo Endorsement, replaces Form T-488 (8/07), Mobile/Modular Home Cargo Endorsement.

- Amended wording to read “The following is added to A.1. Covered Property” in lieu of “Section COVERAGE, 1. Covered Property as used in this Coverage Form is amended to include”.
- Amended wording to read “The following is added to G. Definitions:” in lieu of “Section G. DEFINITIONS is changed as follows:”.

Form TD-441 (3/08), Transportation Cargo Coverage Form Declarations, replaces Form TD-441 (8/07), Transportation Cargo Coverage Form Declarations.

- Removed the following checkboxes:
 - Check here if PART 2 is attached.
 - Filings.
- Added “Limit of Insurance” to Item Four – Exposures.

THE OVERALL NET EFFECT TO THE TRUCK PROGRAM IN YOUR STATE BASED UPON THE ABOVE REVISIONS/ADDITIONS IS 0.0%.